



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

Request for Proposals for Construction Management / General Contractor Services

Value Based Selection Method

(Date)

(Project Title)

DFCM Project No. (project number)

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005

DFCM Application and Certificate of Payment dated May 25, 2005.

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

NOTICE TO CONTRACTORS

The State of Utah - Division of Facilities Construction and Management (DFCM) is requesting proposals for the construction of the following project:

DFCM PROJECT NO.

This Construction Management/General Contractor (CM/GC) project includes, _____

_____. The FLCC is limited to \$_____.

The Request for Proposals (RFP) documents, including the selection requirements and the selection schedule, will be available on _____ from DFCM, in electronic format only, at 4110 State Office Building, Salt Lake City, Utah 84114 or on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact _____, DFCM, at (801) _____. No others are to be contacted regarding this project.

The procurement shall be under the Value Based Selection RFP method. A **MANDATORY** Pre-proposal Meeting and site visit will be held at _____ AM / PM on _____ at the _____. All prime contractors wishing to submit on this project must attend this meeting.

Proposals, including a cost proposal, management plan, references and statements of qualifications, must be submitted by _____ AM / PM on _____ to DFCM at 4110 State Office Building, Salt Lake City, Utah 84114. Additional information will be required as stated on the Project Schedule. Note: Submittals must be received at 4110 State Office Building by the specified times.

The Contractor for the project must be a Utah licensed General Contractor. Association with other individuals or firms having appropriate professional expertise is acceptable. The State will enter into a single agreement with the successful Contractor.

A Bid Bond in the amount of five percent (5%) of the FLCC, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the cost proposal.

The Division of Facilities Construction & Management reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
MARLA WORKMAN, CONTRACT COORDINATOR
4110 State Office Bldg., Salt Lake City, Utah 84114
Telephone: (801) 538-3260

DESCRIPTION OF WORK

(Include in this area a description of the project).

Project Risk Factors

(Include in this area the risks that have been identified for this project.)

PROCUREMENT PROCESS

1. Request for Proposal Documents

The Request for Proposal (RFP) documents consist of all of the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference.

2. Availability of Requests for Proposals

Contract documents will be available free of charge at DFCM, 4110 State Office Building, SLC, UT. and at DFCM's internet web site at <http://dfcm.utah.gov>.

3. Contact Information

Except as authorized by the DFCM Representative or as otherwise stated in the RFP or the pre-proposal meeting, communication during the selection process shall be directed to the specified DFCM's Representative. In order to maintain the fair and equitable treatment of everyone, Contractors shall not unduly contact or offer gifts or gratuities to DFCM, any Board officer, employee or agent of the State of Utah, users or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies before the RFP is issued as the project is developed, and extends through the award of a contract. Failure to comply with this requirement may result in a disqualification in the selection process. Contractors should be aware that selection committee members will be required to certify that they have not been contacted by any of the Contractors in an attempt to influence the selection process.

4. Requests for Information

All requests for information regarding this project shall be in writing and directed to:

_____, DFCM Representative
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114
E-mail: _____
Phone: _____
Facsimile: _____

5. Project Schedule

The Project Schedule lists the important events, dates, times and locations of meetings and submittals that must be met by the Contractor.

6. Mandatory Pre-Proposal Meeting & Registration

A mandatory pre-proposal meeting will be held on the date and time and at the location listed on the Project Schedule.

A representative from each interested prime contractor is required to attend. During the meeting, a presentation will be made to describe the overall scope of work and intended schedule. Interested prime contractors may ask questions and request clarification about the project and the procurement process.

Subcontractors and suppliers are invited to attend this meeting but it is not mandatory for them.

THE PRIME CONTRACTORS ABSENCE FROM THE PRE-PROPOSAL MEETING AND/OR FAILURE TO REGISTER PRECLUDES PARTICIPATION AS A PROPOSER ON THIS PROJECT.

7. Submittal Due Dates and Times

All required submittals must be delivered to, and be received by, the Division of Facilities Construction and Management previous to the date and time indicated in the Project Schedule. Submittals received after the specified time will not be accepted. Please allow adequate time for delivery. If using a courier service, the contractor is responsible for ensuring that delivery will be made directly to the required location. It is your responsibility to allow for the time needed to park on Capitol Hill as recent construction activity has made the parking more difficult. Identification is required to enter the building.

8. Last Day to Submit Questions

All questions must be received at the office of DFCM no later than the time and date listed on the Project Schedule. Questions must be submitted in writing to _____ at DFCM.

9. Addendum

All responses to questions and requests for clarification will be in writing and issued as addenda to the Request for Proposals. Addenda will be provided to every entity that registered at the Mandatory Pre-Proposal Meeting. The addenda or notice of the Addendum will be posted on DFCM's web site.

Any addenda issued prior to the submittal deadline shall become part of the Request for Proposals and any information required shall be included in your proposal.

10. **Past Performance and References**

As a contractor completes each DFCM project, DFCM, the A/E, and the using agency will evaluate the Contractor. It is the intent of DFCM that this process will be the major source for evaluating past performance.

Contractors shall submit past performance and reference information by the time indicated on the Project Schedule.

For all DFCM projects completed in the last 5 years identify the project by name, number and DFCM project manager. Each Contractor wishing to compete for this project that has not completed at least three DFCM projects in the last 5 years, will be required to provide one copy of a list of references on additional similar projects for a total of 3 projects.

For non-DFCM projects provide the following information:

Point of Contact:	Person who will be able to answer any customer satisfaction questions.
Phone Number:	Phone number of the contact we will be surveying.
User Name:	Name of the Company / Institution that purchased the construction work.
Project Name:	Name of the project.
Date Completed:	Date of when the work was completed.
Address:	Street, city and state where the work was performed.
Size:	Size of project in dollars.
Duration:	Duration of the project / construction in months.
Type:	Type of the project (i.e.: School, Offices, Warehouse, etc.)

11. **CM/GC Work Phases**

The CM/GC Work for the project consists of two phases: Preconstruction and Construction.

- A. **Preconstruction Phase.** This phase of the Work includes but is not limited to attending design meetings, estimating and cost control, schedule development, and drawing and constructability reviews. The Contractor shall assist the DFCM and A/E in maintaining the cost of construction within the FLCC and the duration of the construction within the project's schedule.
- B. **Construction Phase.** This phase of the Work consists of the Contractor furnishing and installing all Work as required in the Contract Documents. Please note that the Work of the Construction Phase may be bid in several packages, such as excavation, footings and foundations, structural steel, etc.

12. FLCC and GMP

- A. **FLCC.** The Fixed Limit of Construction Cost or FLCC is the project's construction budget as listed in the Notice to Contractors and this RFP's Description of Work section. The DFCM, the design team and the CM/GC Contractor agree to work together to keep the cost of construction as represented in the design within the FLCC.
- B. **Guaranteed Maximum Price (GMP).** The Guaranteed Maximum Price is the final price that the Contractor agrees to accept in full performance of the attached Construction Manager / General Contractor Agreement (CM/GC Agreement) and is based on the final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for general conditions and all work as required in the Contract Documents. Please reference Articles 5, 6, and 7 of the CM/GC Agreement.

Please note that since the Work may be completed in project phases and bid packages, the successful Contractor will be required to submit a GMP for each of these phases and packages of the Work. The sum or total of all the GMP's for these phases of the Work, shall be the final GMP. Except for the Preconstruction Fee, all other GMP's for the phases of the Work shall become part of the CM/GC Agreement by modification. The final GMP is normally determined at the completion of the contract documents and receipt of subcontractors bids. However a GMP may be negotiated at an earlier point as may be needed by the State.

13. Cost Proposal, Fees, and Markups

Before submitting a Cost Proposal, each Contractor shall carefully examine the RFP; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the specified DFCM Representative and the necessary changes shall be accomplished by Addendum.

The Cost Proposal, bearing original signatures, must be typed or handwritten in ink on the Cost Proposal form provided in the procurement documents and submitted in a sealed envelope at the location specified below prior to the deadline for submission of cost proposals indicated on the Project Schedule.

Bid bond security, in the amount of five percent (5%) of the Fixed Limit of Construction Cost, made payable to the Division of Facilities Construction and Management, shall accompany proposal. THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE PROPOSAL.

If the bid bond security is submitted on a bid bond form other than the DFCM's required bid bond form, and the bid security meets all other legal requirements, the contractor will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. NOTE: A cashier's check cannot be used as a substitute for a bid bond.

Cost Proposals will be accepted at the office of DFCM, 4110 State Office Building, Salt Lake City, UT 84114. Late proposals will be disqualified and returned to the proposer unopened. One copy of the cost proposal is required.

All Contractors shall furnish the following fees and markups as part of the Cost Proposal.

- A. **Preconstruction Fee.** This lump sum fee consists of all costs for the CM/GC to provide the required services of the Preconstruction Phase except pre-authorized out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee.
- B. **Construction Management Fee.** This lump sum fee shall consist of and include overhead (e.g. home office), profit for the entire job based on the FLCC, and home office personnel who will be managing the project during bidding, construction, and closeout, including the warranty period. This fee does not include general conditions.
- C. **Contractors Modification Factor.** Provide the insurance modification factor for the prime firm.
- D. **Construction Supervision Cost.** This is a per month cost to the project from notice to proceed to final completion for the CM/GC's on-site management/supervision team (e.g. project manager, superintendent, etc.). All services and personnel not specifically identified as a Construction Supervision Cost will be considered to be part of the lump sum Construction Management Fee. This includes receptionists, accountants, safety officers, expeditors, commissioning agents etc. This cost does not include general conditions or people performing the actual construction activities.
- E. **Self Performed Work Markup.** This is a fixed percentage markup that will be applied to the cost for the CM/GC's actual labor plus burden cost, material costs, and equipment costs for self performed work.

14. **Self Performed Work**

The Contractor will be allowed to self perform work. This work must be billed for at actual cost incurred plus the Self Performed Work Markup. Actual costs for self performed work will be subject to audit. No billing rates will be allowed. The Contractor must bid its self performed work. The

Contractor's bid will then be evaluated by the DFCM and the A/E and must be determined to be the best value bid for the work to be awarded to the Contractor. The cost of any work that is self-performed will be part of the established GMP.

15. Management Plan

The Contractor shall provide seven (7) copies of the Management Plan by the time indicated on the Project Schedule. The Management Plan should contain the following information:

- A. How the construction will be managed including items such as security and safety controls, staging areas, delivery routes, crane locations and interfaces required at the site with the using agency.
- B. Your proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if the time frames are reasonable.
- C. Please provide as a separate section in your Management Plan which portions of the work you plan on self-performing.
- D. Address project specific criteria, risks that have been identified by the RFP, and additional risks that the team has identified. State how those risks will be mitigated.
- E. Indicate all services that will be provided during the Preconstruction Phase of this project and the individuals who will be performing these services. Provide an organizational chart to clarify the Contractor's supervision and support structure during this phase.
- F. Indicate all services that will be provided during the Construction Phase and the individuals who will be performing these services. Provide a comprehensive organizational chart to clarify the Contractor's supervision and support structure during this phase. Clearly identify all personnel that will be considered as a Construction Supervision Cost under the GMP. Any personnel not identified in this management plan to be a Construction Supervision Cost, will be considered a part of the lump sum Construction Management Fee and will not be allowed as either a future general conditions or Construction Supervision Cost except for those that are actually

performing the construction activities. For those personnel identified as a Construction Supervision Cost, provide the following information in tabular form as part of the Management Plan:

- Description of the position (e.g. project manager, project superintendent, safety officers, commissioning agents, clerks, accountants, etc.).
- The positions reimbursable monthly rate.
- Based on the Project Schedule, the billing duration for the position

The Management Plan should be concise yet contain sufficient information for evaluation by the selection committee.

16. Statements of Qualifications

The CM/GC shall provide seven (7) copies of the statement of qualifications. The statement of qualifications is a short document that indicates the experience and qualifications of the Contractor, and the project team key individuals as identified in the management plan. It should include information on similar projects that have been completed by the Contractor, and the project team individuals. When listing similar projects include information to indicate the dates, size, firm worked for at the time and what the responsibility of the individual was on the project. Include the experience and special qualifications of the team that are applicable to this project and/or are part of the project specific selection criteria.

17. Listing of Subcontractors

Listing of Subcontractors shall be as required by the Request for Proposals and as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of this RFP. The Subcontractors List shall be delivered or faxed to DFCM as subcontractors are selected and will be included in the Contract. Requirements for listing additional subcontractors are as follows: **NO ADDITIONAL REQUIREMENTS**

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any Contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

18. Time

One of the selection criteria will be proposed contract time. The Contractor will include in the management plan the schedule for completing the work including any items required by DFCM or the

A/E. A completion date prior to that shown in the RFP schedule is requested but not mandatory. It is anticipated that a contract will be given to the Contractor for signature by the date specified in the Project Schedule. The actual notice to proceed will be based on how quickly the contractor returns the contract and the required bonds as well as the resolution of any issues that may arise in the procurement process. The actual completion date will be based on the contractors proposed schedule and the date the Contractor received the contract for signature.

All plans, schedules, and the cost proposals are required to reflect the project construction time. Non-compliance with the schedule will not result in automatic disqualification; it will be evaluated by the selection committee in determining the final selection.

Of particular interest and concern are the management team and the ability of the prime contractors to deliver the project within the construction time. Contractors will need to demonstrate the method of delivery and the competency of the individuals who will manage its successful completion.

19. Termination or Debarment Certifications

The Contractor must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Contractor must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Contractor cannot certify these two statements the firm shall submit a written explanation of the circumstances for review by DFCM. Contractors are encouraged to submit these certifications with the Statement of Qualifications but they may be submitted up until the time the selection is completed.

20. Selection Committee

The Selection Committee will be composed of individuals from the Utah State Building Board, DFCM, the User Agency / Institution, representatives from the design and construction disciplines, and others deemed appropriate by the DFCM.

21. Interviews

Interviews will be conducted with all responsive and responsible contractors except as follows. If more than six contractors submit proposals and meet other requirements, DFCM may convene the selection committee to develop a short list of contractors to be invited to interviews. This evaluation will be made using the selection criteria noted below except that cost will not be considered. The information provided by the past performance/references, performance plan and statement of qualifications will be the basis for this evaluation.

The purpose of the interview is to allow the Contractor to present its qualifications, past performance, management plan, schedule and general plan for constructing the project. It will also provide an opportunity for the selection committee to seek clarification of the Contractor's proposal.

The proposed primary project management personnel, including the project manager and superintendent, should be in attendance. The project manager is the contractor's representative who will be in daily control of the construction site. The project manager has overall job authority, will be in attendance at all job meetings, and is authorized by the Contractor to negotiate and sign any and all change orders in the field, if necessary. Unless otherwise noted, the attendance of subcontractors is at the discretion of the Contractor.

The method of presentation is at the discretion of the Contractor. The interviews will be held on the date and at the place specified in the Project Schedule.

22. Selection Criteria for VBS Construction

The following criteria will be used in ranking each of the Contractors. The Contractor that is ranked the highest will represent the best value for the state. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal. Weights have been assigned to each criteria in the form of points.

- A. Cost. ____ **Points.** The Contractor's Cost Proposal will be scored by the selection committee taking into account the total of all costs within the proposal. The more competitive overall cost will achieve a higher score.
- B. DFCM Past Performance Rating. ____ **Points.** Each construction firm will be given a past performance rating. The rating will be based first on how well the firm did on past projects with DFCM. If a minimum of three DFCM past performance ratings are not available a rating will be established using any DFCM past performance ratings that are available, supplemented by references supplied by the contractor at the time the proposals are submitted.
- C. Strength of Contractor's Team. ____ **Points.** Based on the statements of qualifications, the interview, and management plan, the selection team shall evaluate the expertise and experience of the construction firm the project manager and the superintendent as it relates to this project in size, complexity, quality and duration. Key personnel assigned to which task and their commitment to each phase of the work will be evaluated.
- D. Project Management Approach. ____ **Points.** Based on the information provided in the construction and management plan and information presented in the interview the selection team shall evaluate how each team has planned the project and determined how to construct the project in the location and in the time frames presented. The firm should present how they

plan to move material and people into and out of the site. Keep the site safe; minimize disruption to the facility etc. The construction firm shall also discuss what portions of the project they plan to self perform. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.

The following criteria are project specific. They are added to the above criteria in determining the selection that represents the best value for the state.

(Include in this area a description of criteria for the project. Items may include: capability of working with the preselected A/E chosen to do design; ability and plan to meet accelerated construction schedule and occupancy date; plan to address soil concerns that may arise once a site has been finalized; and/or ability to work on an existing site and minimize the impact to the facility.

____ Points.)

TOTAL POINTS POSSIBLE: _____ POINTS

23. Award of Agreement

The selection of the Contractor will be made using the Value Based Selection system (VBS). The award of the CM/GC Agreement shall be in accordance with the criteria set forth in the Request for Proposals (RFP). The State of Utah intends to enter into an agreement with the prime Contractor to construct the project as outlined. Individual contractors or alliances between two or more contractors are allowed in this process. The State will contract with only one legal entity.

24. Agreement and Bond

The Contractor's Agreement will be in the form bound in the specifications. The contract time will be as indicated in the proposal. The selected Contractor, simultaneously with the execution of the GMP, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the RFP. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

25. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a proposal is in doubt as to the meaning of any part of the drawings, specifications or other contract documents, such person shall submit to the specified

DFCM representative a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or entity receiving a set of documents. Neither the DFCM nor the A/E will be responsible for any other explanations or interpretations of the proposed documents.

26. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

27. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by the DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

28. Withdrawal of Proposals

Proposals may be withdrawn on written request received from proposer until the notice of selection is issued.

29. Time is of the Essence

Time is of the essence in regard to all the requirements of the contract documents.

30. Right to Reject Proposals

The DFCM reserves the right to reject any or all proposals.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Facilities Construction and Management

DFCM

PROJECT SCHEDULE

PROJECT NAME:				
DFCM PROJECT NO.				
Event	Day	Date	Time	Place
Advertisement Placed	Sunday			Multi-Media
Request for Proposals Available				DFCM, 4110 State Office Bldg, SLC, UT and DFCM web site*
Mandatory Pre-Proposal Site Meeting				
Last Day to Submit Questions				DFCM, 4110 State Office Bldg, SLC, UT
Final Addendum Issued				DFCM web site *
Contractors Turn in Cost Proposals, References, Statements of Qualifications, and Management Plans	Tues, Wed, or Thurs		12:00 Noon	DFCM, 4110 State Office Bldg, SLC, UT
Termination / Debarment Certifications Due		On or Before Date of Interview	N/A	DFCM, 4110 State Office Bldg, SLC, UT
Short Listing by Selection Committee, if applicable.				Fax & DFCM web site *
Interviews				
Announcement				Fax & DFCM web site *
Requested Substantial Completion Date				

* DFCM's web site address is <http://dfcm.utah.gov>



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Facilities Construction and Management

DFCM

COST PROPOSAL FORM

NAME OF PROPOSER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to General Contractors/Construction Managers" and in accordance with the "Request for Proposals" for the _____, propose a pre-construction fee at the price stated below. This price is to cover all expenses incurred in performing the pre-construction services as outlined in our proposal of which this proposal is a part:

I/We acknowledge receipt of the following Addenda: _____

- A. **Preconstruction Fee** - For all work during the pre-construction period, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$_____)
(In case of discrepancy, written amount shall govern)

- B. **Construction Management Fee (including overhead and profit)**: - For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$_____)
(In case of discrepancy, written amount shall govern)

- C. **Contractors Modification Factor**. The contractors insurance modification factor as currently rated is: _____

- D. **Construction Supervision Cost** - For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of _____ per month.

E. **Self Performed Work Markup** - For all self performed work, I/we agree to add no more than _____% to our labor and material costs to perform the work.

Contractor Change Order Markup - For all work added to the contract by change order above and beyond the FLCC, I/we agree to add not more than 5% to the subcontractor/supplier costs for the additional work. (For clarification, please review Section 5.2 of the CM/GC Agreement.)

I/We guarantee that the Work will be Complete, including punchlist items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer, and agree to pay liquidated damages in the amount of \$_____ per day for each day after expiration of the Contract Time as stated in Article 1.4 of the CM/GC Agreement.

The FLCC for this project is \$_____. Enclosed is a bid bond in the amount of 5% of the FLCC.

With the cooperation of the DFCM and A/E, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC.

The undersigned Contractor's License Number for Utah is _____.

This bid shall be good for 45 days after bid submission.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the FLCC shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Proposer

ADDRESS:

Authorized Signature